

LICENSE AGREEMENT
IN
LINCOLN AIR PARK WEST

THIS LICENSE AGREEMENT is executed in duplicate this 18th day of October, 2005, between Airport Authority of the City of Lincoln, Nebraska hereinafter referred to as "Authority", and the City of Lincoln, Nebraska, Parks and Recreation Department, a Municipal corporation, hereinafter referred to as "Licensee."

WITNESSETH:

WHEREAS, in accordance with Article 5, Chapter 3 of the statutes of Nebraska, the City Council of the City of Lincoln, Nebraska by appropriate action in 1959, created an Airport Authority and transferred to the Authority the right to use, occupy and manage certain real estate owned by or acquired in the name of the City of Lincoln, including the land licensed herein, located adjacent to Lincoln Municipal Airport in an area denominated "Lincoln Air Park West"; and

WHEREAS, the Authority deems it advantageous to the support and its operation of the Airport to License to the Licensee the premises described herein; and

WHEREAS, the Licensee proposed to license on a net basis from the Authority, as herein provided, the premises as herein described.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. Authority, in consideration of the rents to be paid by Licensee as hereinafter set forth, and of the covenants and agreements hereinafter stipulated to be

mutually kept and performed by the parties hereto, does hereby license unto Licensee the following-described premises situated in Lincoln Air Park West, Lincoln, Nebraska, to-wit:

Bowling Lake and adjacent sidewalks, drives and grounds as located on a tract of land as outlined in red on the attached Exhibit "A";

together with the improvements and appurtenances thereunto belonging or in any way appertaining, including the right of ingress and egress thereto and therefrom at all times.

2. Licensee shall have and hold said premises beginning the first day of January, 2006, and ending December 31, 2031.

3. Licensee and Authority agree that the demised premises shall be licensed to Licensee without cash payment of rent but that this license shall constitute payment in lieu of taxes in exchange for services provided by the City of Lincoln to the Authority including but not limited to Lincoln Police Department security services, Lincoln Park and Recreation Department services, Lincoln Fire Department services, operation and maintenance of the city streets and utility lines serving Airport property and other services provided to Authority by Licensee.

4. It is understood and agreed that as of the initial date of this License, the licensed premises may be subject to real estate taxes pursuant to Section 77-200 et. seq. of the Nebraska Statutes and may be subject to a payment in lieu of taxes. However, it is agreed that if the leased premises become subject to real estate tax or subject to a payment in lieu of tax, then Licensee shall pay the said tax or payment in lieu of tax, in addition to any rental fees specified in this License.

5. Licensee will use the premises for the purpose of public recreational use

and such other uses as may be incidental and related thereto.

6. Except as herein otherwise specifically provided, this License, in every sense, shall be without cost to Authority for the development, maintenance and improvement of the leased premises and Licensee shall, at its sole cost, except as herein otherwise specifically provided, keep, maintain and repair the entirety of the licensed premises, and all improvements and facilities placed thereon, in good order, condition and repair as may be required by ordinary and reasonable use or fault on the part of the Licensee. By entry hereunder, Licensee accepts the premises as being in good order, condition and repair and agrees, upon termination of this License, to surrender the premises and appurtenances to Authority in the same condition as received, reasonable use and wear thereof and damage by fire, act of God or the elements excepted.

7. It is understood and agreed that Bowling Lake receives water from a pump and pipe from Oak Creek. Licensee agrees that it will maintain and repair the said pump and pipe at its sole expense. In the event that Licensee decides not to continue the use of the said pump and pipe, Licensee agrees to remove the pump and pipe and restore the area, all at its sole expense.

8. In the event that NW 48th Street is reconstructed and moved west of its existing site, the area between the relocated NW 48th Street and Bowling Lake shall be maintained by Licensee.

9. Licensee agrees to use its best efforts to keep birds and waterfowl at a minimum and shall undertake additional measures as necessary if birds and/or

waterfowl become a danger to aircraft operations on or near the Airport. Licensee agrees to maintain and add landscaping to enhance the appearance of the area.

10. As airport operations change over the years, Licensee and Authority agree to execute an addendum to accommodate operations. It is agreed that use of the licensed property shall not interfere with current or future airport operations.

11. All activities on the licensed premises shall be restricted to those that will not cause any interference with airport operations. Activities which may cause interference include, but are not limited to, fireworks, hot air balloons, kites, radio controlled model aircraft, etc.

12. Any lighting used in the licensed area shall be pointed down and in such a manner as to not interfere with airport operations.

13. Licensee shall have the right, during the term of this License, to make alterations, attach fixtures and erect signs in or upon the premises hereby leased (provided any exterior signs shall be erected only after written approval of plans by Authority), and all improvements, appliances, fixtures and all other property, of whatever nature made to or placed upon said premises by Licensee, shall be and remain the property of Licensee and may be removed prior to the termination of this License, provided only that Licensee shall restore the premises to the same condition as existing at the time of entry under this License, ordinary wear and tear excepted.

14. Authority shall not insure any portion of the referenced premises. Licensee shall insure or self-insure all of its property located at the premises.

15. Licensee shall defend, indemnify and hold Authority and its agents,

officers and employees harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments or fines arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs, investigator fees, and expert fees) of any nature whatsoever arising out of Licensee's activities on Authority's property, or in its use or occupancy of the referenced premises, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligent act or omission or willful misconduct of Authority. Authority shall give Licensee reasonable notice of, and an opportunity to defend against, any such claims or actions. Notwithstanding the above indemnification, Licensee shall give Authority reasonable notice of any matter covered herein and shall forward to Authority a copy of every demand, notice, summons or other process received in any claim or legal proceeding covered hereby. Licensee agrees to self-insure or obtain liability insurance in the amount of One Million Dollars (\$1,000,000.00) including the Airport Authority as an additional insured. Said insurance policy shall contain a provision to notify the Airport Authority in writing thirty (30) days prior to any cancellation or reduction of coverage.

16. Licensee shall pay for all water, sewer, gas, heat, light, power and telephone service supplied to the said premises, including standard metering devices for the measurement of such services. In the event it shall become necessary, as a condition of service, to make changes upon the premises, Licensee will make such changes and installations, at its expense, as directed and required by the utility

organizations. It is further agreed that Authority shall have the right, without cost to Licensee, to install and maintain in, on or across the referenced premises, sewer, water, gas, electric, steam and telephone lines, or other installations necessary to the operation of the Airport or to service required by other tenants of the Authority; provided, however, that Authority shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Licensee's use of the premises.

17. Licensee agrees that all storage of equipment, materials or supplies will be maintained within buildings or well screened and out of general sight (temporary storage for loading or unloading excepted), and Licensee will cause to be removed, at its own expense, all junk, waste, garbage and rubbish and perform necessary mowing and snow removal and agrees not to deposit the same on any part of the Airport except, Licensee may deposit the same temporarily on the referenced premises in connection with collection for removal.

18. Licensee shall, in the use of the premises, comply with all applicable requirements of all municipal, state and Federal authorities now in force, or which may hereafter be in force, and will observe all applicable municipal ordinances, state and Federal statutes now in force, or hereafter to be in force, and Licensee and its tenants, employees, agents and servants shall obey such reasonable rules and regulations as may from time to time be promulgated by Authority, or its authorized agents in charge of the Airport, to insure the safe or orderly conduct of operations of the Airport and traffic to, from and upon the licensed premises.

19. Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Licensee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.

20. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

21. There is hereby reserved to Authority, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

22. Licensee shall not assign this License, or any interest therein, and shall not sublet the premises in whole or in part and any such assignment or subletting shall be void and shall, at the option of Authority, terminate this License.

23. Authority shall have free access to the licensed premises at all reasonable times for the purposes of examining or inspecting the conditions thereof relevant to any right or power reserved by Authority pursuant to the terms of this License.

24. The failure of Licensee to surrender the licensed premises on the date provided herein for the termination of this License term, and the subsequent holding

over by Licensee, with or without the consent of Authority, shall result in the creation of a tenancy from month-to-month. This holding over shall not result in a renewal or extension of this License. All other terms and conditions of this License shall remain in full force and effect during any month-to-month tenancy hereunder, except rental rate, which may be increased by Authority after notice to Licensee.

25. Authority may elect to terminate all of the rights of Licensee hereunder by giving ten (10) days written notice of termination to Licensee upon breach of covenants and terms of this agreement. In the event of a breach of this License Agreement by Licensee, Authority shall, in that event, be entitled to exercise all remedies herein provided for a breach by Licensee, as well as any and all remedies provided by law or in equity. It is further agreed that upon said breach and after notice as provided above, Authority may re-enter the referenced premises and remove all property of Licensee therefrom.

26. Licensee agrees that it will, by License Addendum, agree to such additional provisions as may be required by the FAA as a condition of granting to Authority funds for Airport improvement projects as or FAA or Authority deem necessary for the operations, safety and security of the Airport. In the event the said License Addendum is required and Licensee does not desire to enter into the said License Addendum, then in that event Licensee shall give Authority notice of said termination at least ten (10) days before the effective date of the termination.

27. Licensee shall not cause or permit any hazardous substance or material to be brought upon, kept or used in or about the premises by Licensee, its agents,

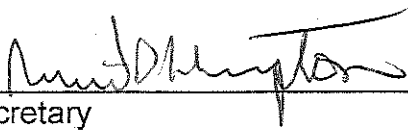
employees, contractors or invitees, except for such use as is in compliance with all laws, ordinances and regulations.

28. Licensee shall comply with all regulations promulgated by the Federal Aviation Agency, Environmental Protection Agency, Nebraska Department of Environmental Quality, Nebraska Department of Health, the Lincoln-Lancaster County Department of Health and any other agency of municipal, state or Federal government which regulates Licensee's use of the premises.

29. All notices to be given pursuant to this License shall be addressed to the Airport Authority, Lincoln Airport, P.O. Box 80407, Lincoln, Nebraska 68501, or to the Licensee herein named at County City Building, Lincoln, Nebraska 68508. Notice shall be deemed to have been fully given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid and deposited, postage prepaid, in a post office regularly maintained by the United States Government.

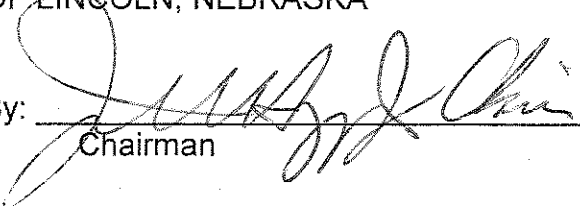
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Attest:


Secretary

AIRPORT AUTHORITY OF THE CITY
OF LINCOLN, NEBRASKA

By:


Chairman

Attest:

City Clerk

CITY OF LINCOLN, NEBRASKA PARKS AND
RECREATION DEPARTMENT, LICENSEE

By: _____

Mayor

APPROVED AS TO FORM:

A handwritten signature in dark ink, appearing to read "William F. Hendon", written over a horizontal line.

Legal Counsel for the Airport
Authority of the City of Lincoln,
Nebraska

APPROVED AS TO FORM:

City Attorney

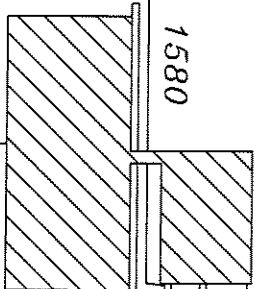
City of Lincoln
License Agreement
Parks & Rec.
Exhibit A



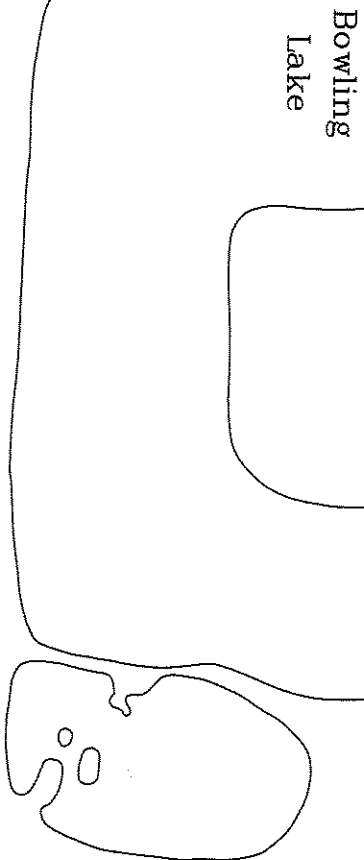
Oak Creek

1581

1580



1550

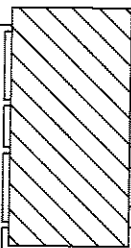


Bowling
Lake

W Cuming

NW 42nd

1600

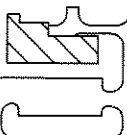


NW 44th

NW 45th

2079

NW 46th



NW 47th

NW 48th

W Stanton